

Residential Tenancy (Jersey) Law 200-

The above law has been approved by the States and will come into force once it has received Privy Council approval - usually four to six months.

The Law applies to the leasing of residential property for nine years or less, not including holiday lets or lodgers. The lessee must be a person and not a company for the Law to apply – so most leases covered by Regulation 1 (i) (j) will not be affected.

The Law sets out various provisions which must be included in the lease. The following is a summary of the main points:

- The tenant must be given one day to read the lease (or any change to an existing lease) before he is expected to sign it
- A receipt must be given for any deposit
- The landlord may not prevent occupation of any part of the demised premises
- If the property becomes uninhabitable, rent ceases to be due until such time as it is habitable again (this is not the case if it is the tenant's fault).
- If a lease is on a periodic tenancy, for example, renewing every month for a further month, three months' notice must be given to terminate the lease. The tenant only needs to give one month's notice to terminate.
- If the tenant breaches the lease, seven days' notice must be given, in writing, to allow them to rectify the breach. Only once this has expired and the tenant has not complied can you apply to Court for eviction.
- Eviction proceedings are commenced by application to the Petty Debts Court.
- Where a landlord employs a managing agent, the name and address of that agent must be included in the lease.

If you are involved in the leasing of property, either as a landlord, an estate agent or property manager, and would like a review of your current documentation, please contact Jackie Harris on (01534) 760760 or by e-mail at: jharris@legallais-luce.com and ask to speak to our property specialists.

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